

Annual Contract Competitive Proposal Request	CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION	RESPONSES MUST BE RECEIVED BY: 05/03/2021 11:00 AM CST
TITLE: A21-0206 Chemicals for Corrosion and Odor Control	RETURN BID TO: PURCHASING DIVISION	
FILE NO: 21-00206 REQ NO: AD DATES: 04/15/2021 & 04/22/2021	Mailing Address: PO Box 1471 Baton Rouge, LA 70821	Physical Address: 222 St. Louis Street 8 th Floor Room 826 Baton Rouge, LA 70802
SHIP TO ADDRESS: Wastewater Treatment Plant Department Environmental Services 2850 Gardere Lane Baton Rouge, LA 70820	Contact Regarding Inquiries: Purchasing Analyst : Mark W White Telephone Number: 225-389-3259 x 314 Email: mwhite@brla.gov	
VENDOR NAME	MAILING ADDRESS	
REMIT TO ADDRESS	CITY, STATE, ZIP	
TELEPHONE NO. FAX NO.	E-MAIL	
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE	
AUTHORIZED SIGNATURE	PRINTED NAME	
QUESTIONS TO BE COMPLETED BY VENDOR: 1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER 2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration. 3. _____ STATE ENUMERATED ADDENDA RECEIVED (IF ANY)		

F.O.B.: DESTINATION - PAYMENT TERMS: NET 30

ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACT A21 - 0206

Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. **Read the entire bid**, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances. **NO** faxed or emailed bids will be accepted.
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the www.bidexpress.com on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City - Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.

11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within five (5) days.
12. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
13. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
14. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders should submit product label, material safety data sheet and EPA registry number with bid or within five (5) days of request from purchasing office. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
15. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
16. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
17. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
18. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
19. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
20. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?

YES___NO___. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.

21. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
22. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
23. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
24. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
25. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.

26. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
27. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://city.brla.gov/dept/purchase/bidresults.asp>.
28. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.

29. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

30. The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF>.

Additional information regarding how to do business with EBR City-Parish is available at: <https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

Note: Commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact the City of Baton Rouge purchasing office at (225) 389-3259 Ext 0.

Important! - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form.

FEDERAL CLAUSES, IF APPLICABLE.

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

ADDITIONAL REQUIREMENTS FOR THIS BID

- The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City - Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City - Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.
- If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications.
- Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.
- The City-Parish reserves the right to cancel this contract with thirty (30) days written notice.
- **Termination for Cause:** The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.
- **Termination for Convenience:** The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.
- **Termination for Non-Appropriation Clause:** Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.
- **SDSs SHOULD BE SUBMITTED WITH BID OR WITHIN FIVE (5) DAYS OF REQUEST FROM PURCHASING OFFICE– FAILURE TO PROVIDE WILL DEEM YOUR BID AS NON-RESPONSIVE:**

All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Additionally, Contractor must submit product labels, safety data sheets (SDS) (formerly material safety data sheets) and EPA registry number to the agency prior to work commencing. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause to the contract being canceled.

- **All items must be bid, A blank space, Zero, or NA may be considered as NO BID:** Zero (0), N/A or a blank space on the Schedule of Bid Items page may be considered NO BID and may cause your bid to be deemed non-responsive. If your intention is NO Charge, please write that in the Unit price column.

- **INQUIRY PERIOD:** An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing and received by 5:00 pm on the Inquiry Deadline date **04/23/2021**. Inquiries shall not be entertained thereafter. Inquiries are to be directed as follows:

Hand Delivered or by Courier
Mark W. White, Purchasing Analyst II
City-Parish Purchasing Department
222 St. Louis Street, Room 826
Baton Rouge, LA 70821

By email: mwhite@brla.gov

By fax: (225) 389-4841

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

- **Cybersecurity Training Requirement:** Contractor, including all principals, sub-contractors and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.
- **Force Majeure:** In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations of the Agency to make the payments required under the terms hereof, or to comply with the terms, conditions and requirements of this contract hereof), as far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of existing or impending strikes, lockouts, or other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be reasonably beyond the control of the party and shall be remedied with all reasonable dispatch shall be deemed to be fulfilled even though such existing or impending strikes, lockouts, and other industrial disturbances may not be settled but could have been settled by acceding to the demands of the opposing person or persons.

Due to the COVID-19 emergency situation and in light of the Louisiana Governor's Proclamation Number JBE 2020-30, the City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, is temporarily suspending in-person attendance by vendors at public bid openings for bids published by our office.

Any vendor who would like to listen to the opening of this bid can access the following link, at the date and time of this bid opening:

Join by phone

+1-408-418-9388 United States Toll

Access code: 263 373 080 (followed by the # button)

Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):

United States Toll (Boston) +1-617-315-0704

United States Toll (Chicago) +1-312-535-8110

United States Toll (Dallas) +1-469-210-7159

United States Toll (Denver) +1-720-650-7664

United States Toll (Jacksonville) +1-904-900-2303

United States Toll (Los Angeles) +1-213-306-3065

This link will provide you with live audio access to this bid opening. The link will be live at the noted bid opening time and date.

Specifications:

The brand and model used in this specification is used only to denote the general style, type, character and quality standard of the supplies requested. Please note the brand and model that you are bidding in the designated spaces provided. If bidding other than specified, sufficient information should be enclosed with the bid or within five (5) days of request from purchasing office, in order to determine quality, suitability, compatibility and compliance with the specifications.

SPECIFICATIONS

ANNUAL CONTRACT NO: A21-0206 Chemicals for Odor and Corrosion Control

If bidding other than specified, sufficient information should be enclosed with the bid or within five (5) days of request from purchasing office in order to determine if quality, suitability, compatibility is in compliance with the specification requirements.

BID ITEM NO. 0001 - Sulfuric Acid (H₂SO₄) 93%

GENERAL: It is the purpose of these specifications to provide for the delivery of the specified corrosion and odor control chemical, this product being:

Item No. 1

Sulfuric Acid (H₂SO₄) 93%

Specifications

Physical Description:	Liquid
Color:	Clear
Odor:	Odorless; choking odor when hot
Hydrogen Sulfate ((H ₂ SO ₄) Composition:	93% by weight
Specific Gravity:	1.84
Boiling Point:	270°C (518)°F - 340°C; Decomposes at 340°C
Melting Point:	-35°C (-31°F) to 10.36°C (83% to 100% purity)
Flashpoint:	N/A
% volatile by volume:	N/A
Solubility in Water:	Easily in cold water; soluble in water with liberation of mush heat.
pH:	Highly acidic
Vapor pressure:	3.4 atm
Vapor density:	N/A
Estimated Yearly Usage:	3,500 gallons.
Application:	Used in Chemical Odor Control System
DOT Classification:	Class 8: Corrosive material.
Identification:	Sulfuric acid UNNA: 1830 PG: II
DOT Shipping Description:	Requires a corrosive DOT label when shipped. DOT Emergency Guide number 60.

BID ITEM NO. 0002 – Sodium Hydroxide Solution (NaOH) 25% w/w

GENERAL: It is the purpose of these specifications to provide for the delivery of the specified corrosion and odor control chemical, this product being:

Item No. 2

Sodium Hydroxide Solution (NaOH) 25% w/w
Specifications

Physical Description:	Liquid
Color:	Clear
Odor:	Odorless
Specific Gravity:	1.22
Boiling Point:	220°F
Flashpoint:	N/A
% volatile by volume:	N/A
Solubility in Water:	Complete
pH:	Over 14, highly alkaline/caustic
Vapor pressure:	N/A
Vapor density:	N/A
Sodium Hydroxide Composition:	18-25% by weight
Water Composition:	75-82% by weight
Estimated Yearly Usage:	6,000 gallons.
Application:	Used in Chemical Odor Control System
DOT Shipping Description:	Requires a corrosive DOT label when shipped. DOT Emergency Guide number 60.

BID ITEM NO. 0003 – Stern's Liquid Miracle-Gro Products 8-7-6 OR - ChemStation's Bug Growth Nutrient #8515 or equal

GENERAL: It is the purpose of these specifications to provide for the delivery of the specified corrosion and odor control chemical, this product being:

Item No. 3

Stern's Liquid Miracle-Gro Products 8-7-6 or equal
Specifications

Physical Description:	Liquid
Color:	Green
Odor:	Odorless
Composition:	Urea, Ammonium Phosphate, Potassium Nitrate, Potassium Phosphate, Iron EDTA
Specific Gravity:	1.20
Boiling Point:	N/A
Melting Point:	N/A
Flashpoint:	N/A
% volatile by volume:	N/A
Solubility in Water:	Complete
Vapor pressure:	N/A
Vapor density:	N/A
Other:	Contains no OSHA, NTP, or IARC listed carcinogens
Estimated Yearly Usage:	9,000 gallons.
Application:	Used in Bio-tower Odor Control System

BID ITEM NO. 0003 - Stern's Liquid Miracle-Gro Products 8-7-6 OR - ChemStation's Bug Growth Nutrient #8515 or equal

General: It is the purpose of these specifications to provide for the delivery of the specified corrosion and odor control chemical, this product being:

Item No. 3

ChemStation's Bug Growth Nutrient #8515 or equal

Specifications

Physical Description:	Liquid
Odor:	Mild
Specific Gravity:	1.140
Boiling Point:	>212°F
Melting Point:	<32deg F
Flashpoint:	>200° F PMCC(non-flammable)
Solubility in Water:	Complete
pH:	8.7
Vapor pressure:	Not Determined
Evaporation Rate (Bu Oac):	0.33
Vapor density:	Not Determined
Carbon diamide Composition:	35-40% by weight
Water Composition:	q.s.
Other:	Contains no OSHA, NTP, or IARC listed carcinogens
Estimated Yearly Usage:	9,000 gallons.
Application:	Used in Bio-tower Odor Control System

If bidding other than specified, sufficient information should be enclosed with the bid or within five (5) days of request from purchasing office in order to determine if quality, suitability, compatibility is in compliance with the specification requirements.

INVOICES: Invoices and other documents shall be submitted by mail or email to the City of Baton Rouge's designated representative Justin Sharper, P.E., Wastewater Treatment and Disposal, City of Baton Rouge, 2850 Gardere Lane, Baton Rouge LA 70820, 225-389-3136, jsharper@brgov.com.

Payment will be made on the basis of gallons (or pounds where applicable) of Product delivered and recorded. Payments will be processed promptly once per month. Payment will be made only for the Product.

Chemicals for Odor and Corrosion Control

Contract No. A21-0206

GENERAL:

The intent of this specification is to establish a contract for purchase of Sulfuric Acid (H_2SO_4) (93%), Sodium Hydroxide (NaOH) 25% w/w, Stern's Liquid Miracle-Gro Products 8-7-6 (or equal), ChemStation's Bug Growth Nutrient #8515 (or equal) for corrosion and odor control for the Consolidated Sewer District (CSD) for the City of Baton Rouge, Parish of East Baton Rouge ("City").

The successful bidder ("Contractor") will be required to deliver the chemicals specified herein in a reliable and timely manner. The chemical unit cost shall include all equipment and services as described herein. The evaluation of the product being offered and determination of the lowest responsible and responsive bidder will be the sole responsibility of the Purchasing Division after consultation with the user agency.

The Contractor shall provide competent, suitable, qualified personnel to perform the work as required by the Contract documents. The Contractor shall, always, maintain good discipline and order at the site. Contractor shall send a driver, a qualified assistant, and shall guarantee they will not have any spillage and overflow of tanks.

The Contractor shall furnish all materials, equipment, labor, transportation and all other incidentals necessary for the chemical delivery and filling operations for the duration of the Contract. The City shall be responsible for providing access, proper dosing equipment and storage tank set-ups, security, water, electricity, lighting and fencing at the sites.

All materials and equipment shall be new, unless approved by the City. Upon request by the City, the Contractor shall provide satisfactory evidence as to the kind, quality, and age of materials to be furnished.

CHEMICALS:

Sulfuric Acid (H_2SO_4) 93%

Sodium Hydroxide Solution (NaOH) 25% w/w

Stern's Liquid Miracle-Gro Products 8-7-6 (or equal)

ChemStation's Bug Growth Nutrient #8515 (or equal)

PRESENT LOCATION OF DELIVERY SITE:

1. 2850 Gardere Lane, Baton Rouge, LA 70820
2. 50 Woodpecker, Baton Rouge, LA 70807 (**no sulfuric acid**)

Other locations for delivery within East Baton Rouge Parish may be requested during contract term.

Emergency Response: Should an emergency arise at the dosing or storage tank location, the Contractor shall be notified by the City using their 24 hour 7-day a week Emergency Response Number and respond to the situation at a maximum time of four (4) hours and take all necessary actions to help resolve the situation.

Safety Training: Before the delivery of the first load of chemicals, the Contractor shall hold a safety training session for the personnel designated by the City. The Contractor shall conduct additional safety training for new personnel introduced into the work area on an as-needed basis. Safety equipment and training services shall meet all State and Federal government requirements.

The Contractor shall take all reasonable precautions to prevent damage, injury or loss to:

1. All employees on the job and all other persons who may be affected.
2. All the work, materials and equipment, on or off the site, that is under the care custody or control of the Contractor
3. All property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Contractor shall act with reasonable care and discretion, to prevent damage, injury or loss.

ADDITIONAL SPECIFICATIONS – ALL CHEMICALS

1. Chemicals are to be furnished in specified quantities in containers that are in compliance with the specifications and regulations of the US- DOT. Supplier must conform to all applicable OSHA, ICC, and DOT regulations. Supplier shall fill, handle, transport, and unload the product in strict compliance with current recommended practices for hazardous materials and/or as published by the American Water Works Association Standard B403-09. Supplier shall make deliveries using at least one (1) driver trained to handle and unload the product.
2. Unless otherwise specified, shipment of chemicals shall be in bulk tank trucks (where applicable) with tight closures to avoid leaks and evaporations, where applicable. Shipping shall conform to U. S. Department of Transportation and Interstate Regulations. Tank trucks shall be dedicated to delivering the specified quality of chemicals to avoid contamination. The vendor shall furnish certified weight tickets and material safety data sheet to purchaser upon delivery. If dedicated tanker cannot be provided for chemical transport, the vendor shall supply a "Certificate of Washout" for each bulk shipment of the wastewater treatment chemical supplied. The "Certificate of Washout" for each bulk shipment shall contain at a minimum:
 - Date of wash
 - Tanker/trailer number
 - Material last transported
 - Type of wash
 - Initials/sign off by Vendor Representative

******The vendor may choose to supply the chemical in totes, which is also acceptable; this is due to the small quantity of some of the required deliveries.**

3. Deliveries will be made between the hours of 07:00 a.m. and 4:00 p.m. within the next three working days. Supplier must notify the City-Parish of any expected delays in Product deliveries.
4. Except in the event of an act of God, strike or other force majeure event, failure of Supplier to deliver Product within three working days of the order shall constitute sufficient cause for Supplier to become responsible for payment to the City-Parish for any additional costs incurred by the City-Parish to obtain Product from other suppliers. If a force majeure event causes such failure or delay, Supplier will not be responsible for such additional costs.
5. The City-Parish will supply a trained operator to observe Supplier's personnel in the off-loading of the Product and to operate City-Parish equipment.
6. Supplier's delivery personnel shall be trained and certified in the handling of hazardous materials (chemicals included herein). Documentation of certification shall be presented upon request to the City-Parish. Supplier's delivery personnel shall also be trained in chemical loading. If at any point during off loading, City-Parish personnel feel their safety is in question due to unsafe conditions created by Supplier or equipment, City-Parish personnel shall cease the off-loading delivery until such time the situation is alleviated. Supplier shall not leave the delivery truck and trailer on site for use as storage when off-loading to City-Parish facility. Supplier must have immediate access to an additional delivery truck and trailer to continue normal deliveries to City-Parish locations.

7. The Supplier will be totally responsible for stopping and clean-up of any product leak resulting from Supplier's equipment and/or personnel. Supplier will also be responsible for assisting the City-Parish in stopping any product leak regardless of cause or responsibility for the leak. Supplier shall furnish a phone number for emergency response (for 24 hour use) in the event of a product emergency. Two weeks after the City-Parish's approval of a Product supply contract, Supplier will furnish a written contingency plan to the City-Parish detailing what action will be taken by the supplier to assist the City-Parish in responding to an emergency.
8. Supplier's delivery vehicle shall be equipped with at least two OSHA approved self-contained breathing apparatus with 30 minute air supply, and at least one (1) level and protective suit, available for emergency use by Supplier's personnel at all times. Supplier's personnel shall be thoroughly trained in the use of this apparatus and shall furnish documentation at the request of the City-Parish.

**CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE
PURCHASING DIVISION**

Schedule of Bid Items

The brand and model used in this specification is used only to denote the general style, type, character and quality standard of the supplies requested. Please note the brand and model that you are bidding in the designated spaces provided. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

All items must be bid, A blank space, Zero, or NA may be considered as NO BID: Zero (0), N/A or a blank space on the Schedule of Bid Items page may be considered NO BID and may cause your bid to be deemed non-responsive. If your intention is NO Charge, please write that in the Unit price column.

ITEM	DESCRIPTION	ESTIMATED QTY.	UNIT	UNIT PRICE	TOTAL
0001	Sulfuric Acid (H ₂ SO ₄) 93% Bidding as Specified: __YES __NO Specify Brand: _____	3,500	Gallon	\$_____	\$_____
0002	Sodium Hydroxide Solution (NaOH) 25% w/w Bidding as Specified: __YES __NO Specify Brand: _____	6,000	Gallon	\$ _____	\$_____
0003	Stern's Liquid Miracle-Gro Products 8-7-6 OR ChemStation's Bug Growth Nutrient #8515 or equal Bidding as Specified: __YES __NO Specify Brand: _____	9,000	Gallon	\$_____	\$_____

NOTE: All prices shall include all supplies, fuel charges and any other fees that may relate to the delivery of these products.

All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. **Bidders should submit product label, Safety Data Sheet and EPA registry number with bid or within five (5) days of request from purchasing office.** This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.

Deviations to Bid Items

If bidding other than specified, sufficient information should be enclosed with the bid or within five (5) days of request from purchasing office in order to determine if quality, suitability, and compatibility is in compliance with the specification requirements.

ITEM	DESCRIPTION	BID AS SPECIFIED Y/N	SPECIFY PRODUCT BID
0001	Sulfuric Acid (H ₂ SO ₄) 93% Bidding as Specified: __YES __NO Specify Brand: _____		
0002	Sodium Hydroxide Solution (NaOH) 25% w/w Bidding as Specified: __YES __NO Specify Brand: _____		
0003	Stern's Liquid Miracle-Gro Products 8-7-6 OR ChemStation's Bug Growth Nutrient #8515 or equal Bidding as Specified: __YES __NO Specify Brand: _____		

If bidding other than specified, sufficient information should be enclosed with the bid or within five (5) days of request from purchasing office in order to determine if quality, suitability, compatibility is in compliance with the specification requirements.

**BIDDER'S ORGANIZATION
BIDDER IS:**

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this day of _____, 20____ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____ domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____, 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20____.

SECRETARY

SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the ____ day of ____ 20____, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called ("Owner")) and _____ (herein after called "Contractor").

The Contractor shall perform all work required by the Contract Documents for the following services:

Annual Contract Number and Title: _____ for the contract period of: _____

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
 - A. Bid Documents complete with terms and conditions
 - B. The Contractor's Proposal with all attachments.
 - C. The Specifications
 - D. The following enumerated addenda: _____
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESS:

**CITY OF BATON ROUGE
AND PARISH OF EAST BATON ROUGE
Owner**

By _____
Sharon Weston Broome, Mayor-President
Or
Kris R. Goranson, Purchasing Director

WITNESS:

Contractor

By _____

(Typed Name and Title)

Approved as to form:

Parish Attorney's Office